Before the

FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

In the Matter of

The Application by Qwest for Authorization Under Sec. 271 to Provide In-Region, InterLATA Service in Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming	**WC Docket No. 02-314**

To: The Commission

COMMENTS OF ESCHELON TELECOM, INC. IN OPPOSITION TO THE APPLICATION OF QWEST FOR AUTHORITY TO PROVIDE IN-REGION, INTERLATA SERVICE IN COLORADO, IDAHO, IOWA, MONTANA, NEBRASKA, NORTH DAKOTA, UTAH, WASHINGTON, AND WYOMING

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I. INTRODUCTION

Eschelon Telecom, Inc. ("Eschelon") submits these Comments in opposition to the application of Qwest Communications International, Inc. ("Qwest") for authorization under Section 271 of the Communications Act to provide in-region, interLATA service in the states of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming ("Qwest's Application"). The facts asserted in these Comments are verified in the enclosed Affidavit of F. Lynne Powers (Oct. 15, 2002).

A. PREVIOUS FILINGS ARE INCORPORATED BY REFERENCE.

Eschelon expressly incorporates by reference in this docket all information (Comments, Ex Parte Comments, and Exhibits) previously provided by Eschelon in Qwest's two previous 271 applications (Docket Nos. 02-148 and 02-189). For ease of reference, a list of Eschelon's previous filings, with an index to their exhibits, is enclosed as Exhibit 25 (all of which is incorporated by reference).[1] Page three of Exhibit 25 contains a Table of Exhibits for the Exhibits accompanying this filing.

B. ISSUES APPLY ACROSS QWEST STATES.

All of the issues raised by Eschelon in the previous dockets and this docket need to be addressed to ensure Qwest has sufficiently opened its markets to competition as required under Section 271 of the Act. There are no differences in Qwest's processes as to these issues that would lead to a different result in Colorado, Idaho, Iowa, Nebraska, North Dakota, Montana, Utah, Washington, Wyoming, Arizona, or any other Qwest state. The problem of day-of-cut customer outages (which are reflected in trouble reports submitted within 72 hours of installation) not being captured in OP-5 applies, for example, equally in all of these states. Eschelon dials the exact same phone number at Qwest, and follows the exact same process, to report troubles when its customer goes down on the day of cut regardless of whether the outage occurs in Arizona, Colorado, Minnesota, Oregon, Utah, or Washington. The Qwest center that answers those calls also follows the same process in responding to the calls, regardless of state. If a trouble report

[1] All of Eschelon's previous exhibits, including Exhibits 1-24, are incorporated by reference. *See* Ex. 25. Therefore, to avoid confusion, Eschelon begins numbering exhibits for this filing with Exhibit No. 25.

is not measured in one Qwest state, the same type of trouble in another Qwest state (such as on the day of cut) is not measured in any other Qwest state for OP-5.

C. ON-NET CUSTOMER AFFECTING PROBLEMS.

With this filing, Eschelon provides additional data to further document the problems raised in its previous filings, including service affecting troubles occurring in the first 72 hours. While the latter data relates to Off-Net[2] conversions, this does not mean that customer affecting problems do not also occur with On-Net conversions, particularly on the day of cut. On-Net problems are discussed in Eschelon's previous filings, which are incorporated by reference. *See*, *e.g.*, Eschelon's Ex Parte Comments (8/15/02), 02-148, pp. 67-72.

As discussed, a problem that occurs with respect to On-Net hot cuts is that Qwest fails to notify Eschelon of no dial tone 48 hours before the due date, as outlined in the Qwest documented process. *See id*. Although Eschelon estimates that this problem occurs in the ball park of 20% or more of the time, Eschelon cannot provide data for this percentage.[3] Tracking all of these issues for Qwest is a costly, resource-intensive burden that a small CLEC can not assume for every problem, when there are so many issues.[4]

[2] Eschelon has its own switches for providing voice service. When using its switches to serve its customers, Eschelon orders collocation, loops, *etc*., from Qwest. In some cases (particularly when a customer is outside of the area served by Eschelon's switch), Eschelon also orders UNE-E, UNE-P, or resale from Qwest to serve customers. Eschelon often refers to customers and lines served through Eschelon's own switching facilities as "On-Net" or "On-Switch" and customers and lines served through UNE-E, UNE-P, or resale as "Off-Net." (*See* discussion below relating to problems with On-Net conversions.)

[3] Suffice it to say that the problem is serious enough that Eschelon devotes scarce resources to participating in biweekly calls with Qwest to discuss and attempt to resolve On-Net cutover problems.

[4] In addition, with respect to Pending Service Order Notifications ("PSONs") for On-Net orders (*i.e.*, loops), Qwest is providing incomplete data for a large number of PSONs. The incomplete information is mainly found in Qwest's Eastern and Western billing regions. When Qwest completed the CR to obtain PSONs, Qwest did not identify that information would be incomplete or that there would be regional differences. Although hot cut issues are different (and relate more to issues such as no dial tone check

For hot cuts, the tracking problem is more difficult because Qwest's no dial tone notices are oral (*i.e.*, Qwest calls CLECs with the information). Tracking and recording oral communications is a particularly difficult burden to impose on busy provisioning personnel. Unlike Qwest, Eschelon has no staff of reporting personnel and policy witnesses.

At this time, to Eschelon's knowledge, only Allegiance Telecom is receiving no dial tone notices by email. *See id*. at p. 70 & note 60. Because emails are written records that indicate their date and time, they constitute documentation of no dial tone notices, but they are currently unavailable to Eschelon. *See id*. To ensure that Qwest is providing complete information on this issue pursuant to its burden in this matter, the FCC should require Qwest to submit for this record (with appropriate confidential protections) data (including data received from Allegiance[5] or other CLECs, if any) regarding no dial tone notices and any related problems, if Qwest is claiming this is not a problem.

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instead of service order errors) so the PSONs are of less value for On-Net orders, Qwest should have disclosed these problems instead of closing a CR to provide full PSONs when Qwest is not doing so in these cases.

[5] *See* http://www.qwest.com/wholesale/cmp/changerequest.html (Product Process Interactive Report): *See* Allegiance CR #PC081902-2 ("The 48 Hour Dial Tone Testing Requirements," in which Allegiance states: "Allegiance believes that Qwest is not complying with the process as stated above. . . . . In actual practice, Qwest is not consistently notifying the CLEC at 48 hours prior to cut date. There are inconsistencies between the process and Qwest's actual application of the process."); Allegiance CR #PC081902-1 ("The 30 Minute Rule for Coordinated Hot Cuts," in which Allegiance states: "The 30 minute rule wording was only added to the PCAT for CHC with and without cooperative testing on 7/19/02. Prior to 7/19/02 Allegiance had asked for the rule in writing and had not received it. The application of this rule by the QCCC has not been consistent over the past year as I have discussed with Allegiance's Service Manager on several occasions. . . . Qwest is not taking it into consideration when Qwest fails to follow all steps of the 48 hour dial tone testing requirements and timely notification to the CLEC. When Qwest fails to do this, Qwest is considering that the CLEC is not ready. Allegiance believes that in this type of situation, it is Qwest that is not really ready because Qwest has not followed all steps of the process. Qwest's consequence for not doing the cuts on due date is the potential that Qwest may have to pay penalties. The current policy is allowing Qwest to work with the CLEC to get it done on cut date to avoid such penalties. The consequence to the CLEC is we can lose that customer if we cannot get the order cut on due date as promised and we only have a limited time to 'get ready' in order to complete the cut.").

D. KEY ISSUES.

The Federal Communications Commission ("FCC") has indicated that Parties need not repeat their previous submissions, and Eschelon will not do so here, particularly in light of the very tight time constraints. Eschelon will highlight for the Commission, however, a few key issues that by themselves require rejection of Qwest's Application until the issues are adequately addressed and tested.

First, customer affecting troubles very often occur within the first 72 hours after installation. *See*, in particular, Eschelon's 9/4/02 Ex Parte Comments, 02-148 and 02-189 (a copy of which is enclosed as Exhibit 26). These troubles include (1) problems resulting from manual handling/service order errors, (2) non-service-order writing errors, such as errors in line side switch translations, and (3) flow through service order creation errors. This set of issues goes to the heart of whether the market is open to competition. Few issues are as critical to competition as ensuring a smooth transition when a customer chooses to switch carriers -- the choice at the heart of the Telecom Act. Qwest is not capturing these problems in tested performance measures. They should have been captured all along in OP-5 for New Service Installation Quality. *See* Exhibit 27 (OP-5 definition). Today, the transition still goes bad[6] an unacceptable amount of the time for Off-Net customers. Exhibits 28-32 contain data relating to Qwest service order writing errors (discovered using Pending Service Order Notifications, PSONs). Exhibit 33 contains data relating to other customer affecting errors, including Qwest line side switch translation errors. Exhibit 34 contains Qwest's admission that, in addition to manually handled orders, flow through is creating errors in automatically generated service orders.

Competitive Local Exchange Carriers ("CLECs") suffer a double injury in these situations because not only is their business and reputation harmed by a bad customer experience, but also Qwest does not reflect the problem in a manner that allows for corrective action and compensation to the CLEC for that harm.

Second, a significant percentage of Digital Subscriber Line ("DSL") new installations require a repair. This is an additional factor contributing to an adverse end-user experience when a customer chooses to change carriers. Exhibit 35 contains DSL new installation repair data. Other DSL issues remain open and brief updates are provided.

Third, maintenance and repair charges are not coded or billed accurately. This creates both inaccurate performance data and inaccurate bills. Exhibit 36 contains data relating to Qwest design tickets coded No Trouble Found ("NTF") for which there were in fact Qwest errors, as recorded by Eschelon. Exhibit 37 describes the percentage of the total maintenance and repair charges billed that Eschelon disputed due to erroneous design maintenance and repair charges during April and May 2002. Because Qwest does not provide needed circuit identification information to reconcile bills, Eschelon must request that information after the fact and then conduct a time consuming manual review of the data. Therefore, more recent information is not available after review yet.

Fourth, billing inaccuracy remains a problem, even though Qwest claims perfect or nearly perfect results. If the billing accuracy measure is being correctly applied, the

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[6] Or, they would go bad but for recent intervention by Eschelon to engage in quality control for Qwest (*see* discussion of Pending Service Order Notifications, PSONs).

measure needs to be changed before the FCC can make a determination as to whether the accuracy of bills is sufficient to meet this checklist item.

Fifth, only approximately 10-13% of Eschelon's current Off-Net lines have been provisioned using Qwest's standard UNE-P provisioning process. That standard process is the process that must be tested and proven able to handle commercial volumes before Qwest receives 271 approval. Courtesy copies of the Affidavits of F. Lynne Powers and Ellen Copley, which discuss the ordering, billing, and provisioning of UNE-E as resale are enclosed as Exhibit 38.

Finally, regarding switched access, documented evidence compiled by an outside auditor shows that, even after a temporary increase in the number of access records provided by Qwest, which commenced in April 2002, Qwest is still not providing complete and accurate access records from which Eschelon can bill interexchange carriers access charges. A copy of the outside party's report is enclosed as Exhibit 39. Additionally, since that study was conducted, the average number of minutes has dropped significantly (to below pre-April levels). The revenue impact to Eschelon from ***a drop of 80 MOUs per line per month*** (April v. September) is significant. Eschelon has been raising the switched access issue with Qwest for more than two years. Qwest needs to provide accurate access records to CLECs before 271 approval is granted.

II. DISCUSSION

A. CUSTOMER AFFECTING ISSUES: TROUBLE REPORTS, USUALLY WITHIN FIRST 72 HOURS

Service affecting problems that create an adverse end-user customer experience are of paramount importance to Eschelon and to competition. Eschelon and other CLECs cannot compete if they cannot deliver a quality transition when a customer decides to switch to a competitive carrier. The focus of this entire inquiry should remain on that end user customer's experience. Qwest should not receive 271 approval until the end-user customer's experience improves and that improvement is documented and verified.

As previously explained, with respect to Off-Net conversions, customer affecting troubles, very often occurring within the first 72 hours after installation (and, in particular, on the day of cut), include both: (1) manual handling/service order errors, and (2) other errors not related to service order writing errors, such as errors in line side switch translations. As discussed below, new information from Qwest suggests that a third category of errors includes flow through service order creation errors (*i.e.*, errors in automatically generated service orders; not due to manually handling). Eschelon will first discuss trouble reports within 72 hours generally and then each of the three specific types of problems (manually handled service order errors; errors not resulting from typing of service orders; and flow through service order errors).

1. <u>Trouble Reports Within 72 Hours (also known as Escalation Tickets)</u>

As would be expected of serious problems creating a noticeable impact on a customer, customer affecting problems (resulting from both service order errors and non-service-order Qwest errors) are often reported within the first 72 hours after installation.[7]

[7] This is not to suggest that serious problems do not also occur or get reported after the first 72 hours. Serious problems do occur later, and it is important to measure and remedy them, particularly in the first 30 days after installation. Many reasons may create a delay in reporting of a problem. A customer may not realize the cause of a problem immediately. If a customer is not receiving calls, or if callers are receiving a busy signal or ring no answer, it may take some time before a caller gets through and mentions it to the business customer. Also, a customer may be a heavy user of a particular line or feature, but only on certain days or portions of the month that do not occur immediately after installation. These are just examples. When the customer realizes the problem and that it relates to installation, the customer will blame the switch in carriers – and the CLEC – for the bad experience, even though the problem was caused by Qwest.

They are primarily day-of-cut issues. When a CLEC calls Qwest to report troubles, Qwest requires CLECs to call a certain telephone number to report troubles within 72 hours of installation and call a different telephone number (or use CEMR) to report troubles after the first 72 hours.[8]

For the calls within 72 hours (including those before service order completion), outages and service affecting conditions are opened through the Qwest wholesale service delivery centers. Qwest uses several terms to describe these centers, including the "call centers," the "interconnect centers," the "escalation" centers, and ISC or CSIE.[9] Using different terms at different junctures tends to obscure the issue. Regardless of the terminology used, the same telephone number is dialed. When a call is placed to that number, Qwest opens an escalation ticket. Although Qwest has resisted using the term "escalation" ticket in the regulatory setting, and Qwest regulatory refers to "call center" tickets in its Addendum, Qwest's business folks routinely refer to the tickets opened for trouble reports within 72 hours as "escalation tickets." *See*, *e.g*., Qwest Response to Change Request #PC120301-5 (in which Qwest refers to these tickets as "escalation" tickets).[10] Regardless of the terminology used, the tickets reflect outages and service affecting troubles reported by CLECs in the first 72 hours after installation.

Not only are outages and service affecting troubles in the first 72 hours opened through escalation tickets, but also Qwest's documented process requires that these troubles stay with the Qwest wholesale service delivery center until resolution is

[8] *See* http://www.qwest.com/wholesale/clecs/maintenance.html; *see also* Ex. 26, p. 3 (quoting Qwest web site process for "Submitting Trouble Reports.").
[9] Qwest has two interconnect or escalation centers: ISC and CSIE. Qwest assigns CLECs to one center or the other. Eschelon is assigned to the CSIE, so Eschelon's calls in the first 72 hours are received by the CSIE service delivery center.

complete. In other words, if an outage or other service affecting condition occurs (including before service order completion), the Qwest wholesale service delivery center handles resolution of the trouble report before and after the service order completes. This is true even if the repair takes many hours or days. Eschelon specifically asked Qwest about its process with respect to this issue because some Qwest CSIE representatives were attempting to send Eschelon to the repair center for day-of-cut service affecting issues after an escalation ticket had been opened with the CSIE. In some of these cases, the end user customer had already been out of service for several hours with the CSIE working the issue. Eschelon complained that having CLECs call a different center (the repair center) on the same outage forced the CLEC to have to re-educate another Qwest representative about the problem, when someone from the service delivery center (CSIE) had already been working the problem, and the customer was still experiencing a problem. Qwest agreed with Eschelon that sending the issue to repair to open a trouble ticket was not Qwest's process and claimed that the non-compliance observed by Eschelon was an "isolated incident." *See* Qwest Response to Change Request #PC120301-5.[11] Once a ticket is opened by the service delivery center (an "escalation ticket"), the trouble stays with the service delivery center (not repair) until the trouble is resolved. *See id*. Therefore, the trouble report is reflected only in the escalation ticket, which Qwest has not capturing in its tested PID data.[12]

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[10] *See* http://www.qwest.com/wholesale/cmp/changerequest.html.
[11] http://www.qwest.com/wholesale/cmp/changerequest.html.
[12] As indicated in Qwest's formal response to Eschelon's CR, *see id*., Qwest's process is not the one asserted by Qwest in its Addendum at PDF pages 15-16. A CLEC is not referred to repair or warm transferred to repair in the service affecting situations. As set out in Qwest's own CR Response, the trouble stays with the call center and is worked through the escalation ticket until resolution. *See id*. As Eschelon indicated in its previous Comments, the transfer process described by Qwest does not apply within the first

Although this is the way that Qwest's process works, as has been confirmed through CMP, Qwest has chosen to report trouble reports for one center (repair) but not the other (interconnect/escalations) in OP-5. The destination of calls reporting the same types of troubles should not dictate the inclusion or exclusion of trouble reports from data. This is particularly true if calls to the telephone number receiving the most pressing day-of-cut problems are excluded by doing so. The customer affecting problems about which Eschelon has complained to Qwest for more than a year[13] relate to situations in which the end user customer needs a repair as a result of installation activity, regardless of which point of contact Qwest has selected to receive that request.

a. A Hypothetical Typifies the Service Affecting Problems at Issue.

To aid in understanding this issue and identifying the flaws in Qwest's responses, following is a composite hypothetical based on Eschelon's real experiences that shows how the process works in fact in these situations:

> End-user customer ABC Company authorizes a switch to Eschelon. Eschelon tells ABC Company that the conversion will take place on Friday at 7am. (Eschelon has requested a 7am frame due time on that date for this UNE-P Off-Net conversion, which will involve a re-use of facilities and therefore no outside technician dispatch, as is typical of these orders.) On Friday, ABC Company's

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72 hours. *See* Ex. 26, p. 5, note 10 ("Moreover, the process described by Mr. Viveros is not the documented Qwest process. Qwest does not 'turn back' customers to the interconnect center. Qwest repair is supposed to contact interconnect to have the service order issued in those situations, ***even when this process applies (which is not in the first 72 business hours).*** *See* Qwest Response to CR #PC101001-1, in which Qwest states: '***When a CLEC calls the Repair Center*** to report trouble on their end users service, the Repair Center will issue a repair ticket and forward the ticket to the appropriate screening group. If the screening group determines the problem needs to be resolved with a service order, the screener will refer the problem to the Interconnect Service Center (ISC). The ISC will initiate the subsequent order resulting from a Qwest error on the LSR or will contact the CLEC on errors resulting from a CLEC error on the LSR.'") (emphasis added). Although there are limited circumstances when a CSIE representative may open a repair ticket on a CLEC's behalf even though the escalation ticket remains with the CSIE, this is not the documented process provided to CLECs or the standard practice. If this occurs, the trouble ticket should refer to the escalation ticket number.

[13] *See*, *e.g.*, Exhibits 3, 9, 21, 22 & discussion of Report Card data in Exs. 10-11.

owner arrives at work at 8am for a busy day of calling customers and finds that she has no dial tone on any of her three lines. She is out of business from her perspective. She goes to a neighboring office and borrows its telephone to call her carrier, Eschelon, to complain. Eschelon follows Qwest's process and calls the Qwest wholesale service delivery center to report the trouble. Eschelon knows to do this not only from Qwest's documentation but also from experience. When Eschelon has attempted to call the Qwest wholesale repair center in these situations, Qwest repair refuses to open a ticket because it must be opened by the wholesale service delivery center. Qwest's records show order activity (meaning it is before the service order completes), so Qwest wholesale repair will not help the CLEC. When Eschelon's customers have inadvertently called Qwest retail, Qwest retail also sees order activity in the records. In such cases, Qwest retail has either appropriately referred the end user customer to Eschelon or inappropriately made negative statements about Eschelon. In either case, Qwest retail does not open a ticket for the end user customer and will not do so for Eschelon. The ***only*** way for a CLEC to submit a trouble report on the day of cut before service order completion is for the CLEC to call Qwest's service delivery centers. The service delivery center will not proceed unless the CLEC has a ticket number (often referred to as an escalation ticket). Therefore, Eschelon calls the wholesale service delivery center and Qwest opens an escalation ticket. Qwest, however, does not repair the problem in this case until hours later. Meantime, ABC Company has no phone service. (ABC Company does not know that there is something called a service order completion and has no reason to know or want to know this. At this time, although the installation work has taken place, Qwest has not updated its records because Qwest chooses to use an auto batch process for service order completion. Although the order has a frame due time of 7am and the installation work is complete shortly afterward, the service order does not complete until Qwest runs the batch process, which typically takes place about 5pm or 6pm on the day of cut.) ABC Company's President is very unhappy, because she mistakenly believes the CLEC did not do a good job in the switch. She does not want to hear any details showing the problem was Qwest's fault, because she thinks her new carrier should handle everything. When Qwest calls to win her back, she switches back. She also tells her business associates at other companies about the bad experience in trying to switch carriers when she attends a Small Business Forum the next weekend. She tells them to be wary when switching carriers because the new carriers must not have the kinks worked out yet.

Eschelon loses the customer and its reputation is harmed, even though Qwest's error caused the service affecting condition. This is the scenario Eschelon is commenting upon when discussing service affecting problems for Off-Net conversions. It is useful to have this scenario in mind when reviewing Qwest's responses, which often have no bearing on these facts. Because Qwest attempts to take the issue off course with its arguments, Eschelon must respond. Qwest's red herring arguments (such as its claim that the customer allegedly belongs to Qwest retail on the day of cut), however, should not obscure the fact that the issues are relatively straightforward. Troubles are not being measured that should be. Exhibit 26 provides a summary of the issues as well.

b. Qwest Should Not Have Excluded Such Service Affecting Trouble Reports From OP-5; They Should Have Been Included in Testing.

As discussed, Qwest has arbitrarily counted trouble reports made to one telephone number (called repair) and not the other (called interconnect/escalations/call center). This arbitrary distinction is not supported by the language or purpose of the PID OP-5.[14]

i. OP-5 expressly includes such trouble reports.

PID OP-5 specifically states that it is supposed to measure "***All*** trouble reports (for both out-of-service and ***service-affecting*** conditions)" for Qwest trouble within 30 days of installation. *See* Exhibit 27 (OP-5, emphasis added).[15] There is no language in OP-5 to distinguish or exclude troubles based on the cause of the trouble (such as service order error). OP-5 applies to "all" trouble reports. *See id*.[16] It also applies to all troubles "received" by Qwest, without stating how received (such as by a call into a particular center). *See id*. If the trouble affects service, it should be included in OP-5. The solution

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[14] The proposed "augment" to OP-5 (OP5++) is not a PID and suffers from other problems, as discussed below. In terms of any tested, audited results, this important day-of-cut data was not captured and therefore is untested.

[15] Subject only to the listed exclusions, none of which apply (as discussed below).

[16] For purposes of OP-17, Qwest equates an escalation ticket with a trouble report. Also, on Qwest's website, the escalation ticket process (within 72 hours) is described as the process for "Submitting ***Trouble Reports.*** *See* http://www.qwest.com/wholesale/clecs/maintenance.html; *see also* Ex. 26, p. 3. There is no

for previously failing to include all trouble reports in OP-5 is not to create only a new PID (or alleged "augment" to a PID) but to apply the current PID correctly after full disclosure by Qwest to the regulators of the relevant data reflecting all trouble reports for outages and service affecting conditions (regardless of cause or the telephone number or system used to submit the trouble report). If only new PID(s) are created, Qwest is rewarded for having failed to provide and fully explain the significance of this data by postponing review of the data until after the tests are over.

ii. The Exclusions to OP-5 Do Not Apply to Such Trouble Reports.

OP-5's definition is subject only to the "exclusions shown below." *See* Exhibit 27. The service affecting troubles that Eschelon has described for Off-Net conversions are those caused by Qwest and do not fall into any of these exclusions. In the Addendum to Qwest's Application,[17] Qwest discusses service affecting troubles. Throughout this discussion, Qwest refers to the "technician" when responding to Eschelon's comments.

(a) The Technician Exclusion Describes an Inapplicable Limited Scenario Involving Calls Before Work is Completed.

The only OP-5 exclusion referring to a technician is the fourth exclusion, which provides: "Trouble reports on the day of installation ***before*** the installation ***work*** is reported by the ***technician/installer*** as complete." *See* Exhibit 27 (emphasis added). It discusses situations in which a technician is involved in the installation and has work to complete. In other words, the exclusion, by its terms, applies only to situations requiring

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basis in Qwest's own documented process, or the language of OP-5, for treating these trouble reports differently.

[17] Three-page document entitled "Reporting Service Affecting Troubles" (pages 14-16 of the electronic version of the Addendum). All page numbers to the Addendum refer to the PDF electronic version pages.

dispatch of an outside technician/installer to complete the order. This could occur, for example, when a customer orders a new line or moves locations. In these relatively limited scenarios, Qwest does not accept a frame due time. Instead, Qwest provides a window (such as 8am to 5 pm). If the CLEC's installation is the technician's last installation of the day, such as at approximately 5pm, it makes sense that the CLEC could not call in a trouble earlier in the day, before the technician arrives. Therefore, this narrow scenario is excluded from the PID. Eschelon's examples and Report Card data do not relate to this narrow scenario. These are not the situations about which Eschelon has complained. The installation work is complete when Eschelon reports a trouble for these cases.

(b) Technicians are not dispatched when facilities are re-used.

Qwest's Addendum suggests that OP-5 itself, and not the exception, is limited to technician dispatch issues. The reverse is true. Qwest describes four alleged "categories" of troubles that are unsupported by data. *See* Qwest Addendum, p. 14. Three of the alleged categories involve "technicians," and the other blames the CLECs, which Qwest claims need to be "educated." *See id.*[18] When considering whether Qwest's comments in its Addendum have any bearing on the critical and common service

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[18] Eschelon has described serious service affecting issues and explained how its customers, its business, and its reputation are harmed by these problems. Some of the examples provided by Eschelon have included complete outages with no dial tone and losses of critical functionality that have lasted for hours or days. During these calls, is Qwest "educating" CLECs on the perils of outages? Unfortunately, due to Qwest's performance, that lesson has been learned. That Qwest ignores the service affecting issues raised by Eschelon and chooses to claim "CLEC education" instead highlights that Qwest has no answer to the real problem. Eschelon has long asked Qwest to provide trending and root cause analysis of its escalation (or "Call Center") tickets. In addition to trouble reports, calls to the interconnect centers relate to other important issues such as LSR rejects in error, incorrect FOCs (such as an FOC showing a "d" and "n" when it should be a "c"), no FOCs, no jeopardy notice, *etc*. Qwest has not provided the requested analysis.

affecting issues raised by Eschelon, it is important to keep in mind that Eschelon has, in its Comments,[19] specifically discussed ***Off-Net conversions*** (*i.e.*, not new lines, moves, or loops).[20] Qwest is well aware of Eschelon's ordering activity and knows, from obtaining monthly Report Cards from Eschelon since January of 2001,[21] that this is the type of order with which Eschelon has had these troubles. For Off-Net conversions, in virtually every case, facilities are ***re-used***. This means that the orders ***do not require an outside technician/installer dispatch to complete the order***. The OP-5 ***Exclusion does not apply*** to the orders that are the subject of discussion. There is no other applicable exclusion. By discussing "four categories" of calls that are "generally" received by the service delivery centers,[22] Qwest obscures the fact that it requires CLECs to submit ***ALL*** trouble reports within 72 hours (the due date plus two days), including those before service order completion, to the service delivery centers. These trouble reports should be, but are not, captured in OP-5.

Before Qwest claims that CLEC "education" is required, Qwest should provide a factual basis for its statement, including the requested root cause analysis.

[19] *See*, *e.g*., Ex. 26, Eschelon's Ex Parte Comments, 9/4/02, 02-148 and 02-189, p. 11 ("Eschelon has reviewed every LSR ***Off Net conversion order*** for which it has received a PSON since Qwest began providing them (August 26, 2002 through September 3, 2002). ***For this category of orders*** to date, 40% of the service orders manually typed by Qwest had service affecting errors.") (emphasis changed). Eschelon was very up-front about the fact that it does not have the resources to perform Qwest quality control for every single order and so was focusing on this important category of orders. *See id*. pp. 10-11. Eschelon has a legal and contractual right to properly provisioned Off-Net services, and Qwest is not meeting those obligations.

[20] Qwest uses the same terminology in the same manner. For example, in Qwest's Addendum (p. 38), Qwest provides data relating to disconnects during "conversion of UNE-P customers." The data do not include new installations. (Eschelon provides new installation data below.) Despite any protestations to the contrary, Qwest knows full well that Eschelon has been discussing (in its Report Cards, the AZ 271 workshop, and this proceeding) customer affecting problems during Off-Net conversions.

[21] *See*, *e.g*., Exhibits 3, 9, 21, 22 & discussion of Report Card data in Exs. 10-11.

[22] *See* Addendum, p. 14.

c. <u>**Service Order Completion Does Not Dictate When Installation is Complete or When the Customer "Belongs" to the CLEC Rather Than Qwest Retail.**</u>

Qwest is claiming essentially that troubles reported by the CLEC on the day of cut, before service order completion, should not be counted as part of OP-5. There is no such exclusion. *See* Exhibit 27. Service order completions are not mentioned anywhere in OP-5 or its exclusions. *See id*. Any reading of OP-5 that would lead to such a result would be inconsistent with its overall purpose of reflecting the end user customer's experience when switching carriers. Day-of-cut issues must be measured to serve that purpose. Few things are as fundamental to encouraging nascent competition as ensuring that the customer is satisfied on the day of the carrier switch.

i. <u>**Installation is Complete When the Activity Takes Place and Not When Qwest Chooses to Perform its Record Keeping.**</u>

For orders not requiring outside technician/installer dispatches (such as the Off-Net conversions with re-use of facilities that are the subject of Eschelon's data), the timing of the service order completion has nothing to do with whether service is installed and work complete. It has everything to do with ***convenience*** for Qwest. If the service order completions were real time, they would complete at the frame due time when the conversion activity occurs. Instead***, Qwest chooses to run its service order completions in batches***. There is no public policy in favor of telling end-user customers that, despite their exercise of the right to choose a different carrier, they must remain a Qwest retail customer and cannot obtain assistance from their new carrier until Qwest chooses to run a batch to complete record keeping activities, often hours later.

ii. The End User is a Customer of the CLEC (not Qwest Retail) for the Cut, regardless of when Qwest Chooses to Perform its Record Keeping.

The hypothetical described above shows how the process works in practice. When Eschelon calls Qwest's wholesale service delivery center on the day of cut after the cut activity has taken place ***but before the service order completes***, Qwest's SDCs do ***not*** claim that the customer is a Qwest retail customer. They also do ***not*** refer the issue to repair. The repair center ***refuses to open a ticket*** for trouble reports before service order completion. When a trouble occurs after installation activity but before the service order completes, the Qwest wholesale service delivery center opens a ticket on the CLEC's behalf based on the CLEC's trouble report, per Qwest's process.

Nonetheless, Qwest claims that the ***recording*** of the work completion, and not the completion of the work itself, dictates when an end user customer that has decided to switch carriers may leave Qwest retail service:

> "[F]rom the time it is ***recorded*** as complete until, you know, up through the 72 hours, and really in terms of OP-5 up through 30 days, calendar days following the installation it is captured. It's only those that are prior to that being – that installation ***being recorded*** as complete that it's not yet a wholesale customer, so it's recorded on the retail side."

MN 271 Transcript, Testimony of Qwest witness Michael Williams, Vol. 12-A (10/1/02), p. 38, lines 8-16 (emphasis added).[23] Qwest further claimed that the time period between the installation and the recording of the service order completion is a "short" period of

[23] Transcript, Testimony of Qwest witness Michael Williams, Vol. 12-A (10/1/02), p. 38, lines 8-16, *In re. a Commission Investigation into Qwest's Compliance with Section 271(c)(2)(B) of the Telecommunications Act of 1996; Checklist Items 1, 2, 4, 5, 6, 11, 13 and 14*, Minnesota PUC Docket No. P-421/CI-01-1371 ("MN 271 Transcript"); Mr. Williams participated in the Arizona 271 July 30-31, 2002, workshop at which Eschelon explained its issues, provided monthly Report Card results since January 2001, and described day-of-cut outages and how they have been handled. *See* Exhibits 10-11.

time that "you might say" is the "communication time." *See id*. Vol. 12-A, p. 40, lines 12-17.

This testimony ignores Qwest's auto-batch process for service order completions. It also ignores the reality that, for conversion orders with a frame due time of 7am, Qwest routinely does not record service order completions until 5pm or 6pm that day. Eschelon has repeatedly complained about service affecting issues during this time period, as Qwest well knows. Such issues are reflected in the escalation tickets that Qwest has opened for Eschelon but Qwest has not reported. A delay of 10 or 11 hours is not "short" when the customer's service is down. During these lengthy service affecting conditions, in Eschelon's experience, the end user customer calls the new carrier, because the end user customer views itself as a customer of the CLEC. The end user customer is fully aware of the scheduled cut time and holds the CLEC accountable for the transition at that time and afterward. Qwest's testimony that the end user customer is still a retail customer at this point is at odds with reality.

Qwest's position is also at odds with Qwest's own documented processes. Qwest's SGAT provides, for example, that: "End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest." *See* Qwest SGAT 12.3.8.1.2; *see also* SGAT 12.3.8.1.5 (CLEC as sole point of contact for end user).

Qwest has provided no data showing that troubles before service order completion are "recorded on the retail side" (as indicated by Qwest in MN 271 Transcript, Vol. 12-A (10/1/02), p. 38, lines 15-16). Moreover, recording troubles that the end user attributes to the CLEC as Qwest retail troubles would only further the disadvantage to the CLEC.

Although the CLEC's business and reputation are harmed (as described in the above hypothetical), Qwest retail would show the performance miss in its results. For purposes of a parity comparison, Qwest retail's performance results would be adversely affected. The consequence of this would be that Qwest would be allowed to provide similarly reduced performance to CLECs under the guise of parity. Qwest would benefit first from the CLEC being blamed by the end user for the Qwest error and then by the affect on Qwest retail results that lower its obligations to CLECs. This is not, and should not be, the way it works.

The end user is the customer of the CLEC at the time of cut.

2. <u>Manual Handling/Service Order Errors.</u>

End user customers are harmed by Qwest's service order writing errors that occur when an LSR must be manually typed by a Qwest representative. Another example occurred again last week, and continued into this week, in Colorado. Eschelon submitted a correct LSR to Qwest (PON # CO223602GMS). The order did not flow through, because this was a partial conversion.[24] Partial conversions are one of many types of orders that Qwest communicated to Eschelon should be marked for manual handling on the order.[25] When Qwest manually typed the information in its service order, Qwest

[24] A partial conversion is when at least one line stays with the customer's current local provider but other lines are converted to the CLEC.

[25]Qwest instructed Eschelon to check manual handling for partial conversions. When Eschelon recently inquired as to the necessity of doing so, Qwest CSIE told Eschelon that indicating manual handling was no longer required, but was "prudent." Because Eschelon is concerned about adverse customer impact, Eschelon has no choice but to be prudent. Therefore, Eschelon considers manual handling a requirement at this point (when the alternative is to be imprudent). Eschelon has asked its Qwest service manager to clarify the use of "prudent" and the consequences of being imprudent. Moreover, for these orders, the only process for requesting that the number left with Qwest be non-published (as desired by customers) is to include a remark in the order. Remarks also appear to cause manual handling.

typed the incorrect telephone number on the "n" order.[26] As a result, this business customer's line not only was down, but also anyone attempting to call this business would have also received a recording indicating that the line was disconnected.

A disconnect message is upsetting to any business customer, because businesses that fail often have disconnect messages. This situation was particularly upsetting to the customer, because its business is a movie theatre. The line that was not working and for which customers were receiving a disconnect message was the line used by the movie theatre to distribute show times and movie listings. Eschelon opened an escalation ticket (#1512422) with Qwest to ensure Qwest typed a correcting order and programmed the line with the correct number. Qwest should have typed the order and programmed the line on Friday afternoon but did not do so. Therefore, the movie theatre was without this line over the weekend, a busy time for movie goers. It does not take many problems such as this one to harm a CLEC's reputation.

Qwest has challenged Eschelon's statement regarding the frequency with which this problem occurs. In fact, Qwest claims that Eschelon's facts are "wildly overstated." *See* Qwest Addendum, p. 6. With these Comments, Eschelon provides copies of the data (generated by Qwest) showing that Eschelon's statement was entirely factual. *See* Exhibit 29. Eschelon has also updated that data with more recent data to show that the PSON review, now somewhat expanded, continues to show a substantial number of

[26] Although Eschelon's PSON review has identified many Qwest service order errors, the manually intensive review did not identify this particular error. The problems with manual work are well known, and the problem is even worse here, when the burden has been shifted to CLECs to do Qwest quality control. The fact that a manual review does not capture all service order errors is further evidence that Qwest should provide a mechanized solution to this problem that does not involve switching the burden to CLECs to review its work for it.

Qwest service order errors for Off-Net conversions, as well as Off-Net Moves, Adds, Changes ("MACs") and DSL. *See* Exhibits 28-32.

In its previous filing, Eschelon indicated that recently provided data confirmed that manual handling clearly results in a high degree of customer affecting service order errors. *See* Ex. 26 (Eschelon's Ex Parte Comments, 02-148 and 02-189 (9/4/02), pp. 10-11). The recently provided information became available in the form of Pending Service Order Notifications ("PSONs") that are received about an hour after the FOC and contain the service and equipment information that appears in Qwest's service orders. *See id*. A comparison of the PSONs to the order confirmations (showing the information in the LSR) is manually intensive but can assist in identifying Qwest service order errors. *See id*. Eschelon was up front in pointing out that, given the newness of the process and resource constraints, Eschelon had not had the time or resources to review all PSONs at the time of filing. *See id*.[27] Eschelon said that it had reviewed PSONs which it specifically identified as relating to "***Off-Net Conversion***" orders that were manually handled. *See id*. at p. 11 (emphasis added). Eschelon said that, for "***this category of orders,***" for the period August 26, 2002 through September 3, 2002, "40% of the service orders manually typed by Qwest had service affecting errors." *See id*. (emphasis changed).[28] The data supporting this statement is enclosed as Exhibit 29. Every order

[27] *See id*. at pp. 10-11 ("Eschelon does not have the resources to review all of the data, nor should it be Eschelon's burden to perform Qwest quality control. Eschelon, however, compared new Off-Net orders with the PSONs to attempt to determine the extent of the service order error problem. In addition, Eschelon plans to expand this effort to review every PSON, despite the resource strain, due to the significance of this issue.").

[28] Eschelon was clear that this result was for manually handled orders. Eschelon stated: "The relevant statistic, for determining the impact of manual handling on error rates, is the percentage of manually typed orders with errors. This is particularly true with Qwest because of the significant level of manual handling used by Qwest. Even if the percentage of all of the orders (including flow through orders) is used, however, 14% of the total orders in this category had service affecting errors. None of these errors are

confirmation and PSON compared as a basis for this statement is enclosed in the confidential version of Exhibit 29 (provided to the FCC, DOJ, and Qwest).

Qwest generates the order confirmations (showing the information in the LSR) and the PSONs (showing the information in the service and equipment section of the Qwest service order).[29] Qwest may compare the documents in Exhibit 29 and do the math itself. Given that Qwest creates the data, Qwest could have compared the PSONs and confirmations for this category of orders for itself. Instead, Qwest states that it "asked to review the relevant data collected by Eschelon." *See* Qwest Addendum, p. 6. Qwest does not state to whom it directed this request. From Qwest's comments it appears that Qwest is possibly referring to a request it made to Cap Gemini to review the copies of PSON data provided by Eschelon to Cap Gemini in the Arizona 271 proceeding.[30] Cap Gemini was at Eschelon's premises to review data on August 28-30, 2002. The visit was almost immediately after Qwest started providing PSON data and before Eschelon had much of an opportunity to review the data. When Cap Gemini left the premises, Eschelon provided the PSON information that it had reviewed at that time. It was comprised of the first seven orders listed in Exhibit 29 (all Off-Net conversions). Qwest describes what are presumably these orders as "a *mere seven* occurrences dating from August 26 through September 6, 2002." Qwest Addendum, p. 6 (emphasis in original). A review of those PSONs (enclosed in confidential Exhibit 29) shows that all seven occurrences occurred in PSONs received in two days (August 27-28, 2002). Seven

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being captured in the Qwest data. (The FOCs now have an indicator to show whether the order went flow through, so Eschelon is relying on that indicator when presenting these percentages.)" Ex. 26 (Eschelon's Ex Parte Comments, 02-148 and 02-189 (9/4/02), p. 11, note 17).

[29] If there are errors in these documents, they are Qwest errors.

otherwise customer affecting errors[31] in Off-Net conversion orders in two days is sufficient evidence of a problem to warrant action. CLECs should not have to wait for hundreds of end user customers to experience problems when a root cause can be identified earlier.

Qwest only needed to type 28 manually handled Off-Net conversion orders correctly for the week of August 26, 2002 through September 7, 2002 to achieve 100% accuracy in this category of orders. Of those 28 orders, however, Qwest made service order writing errors in 12 of them.[32] Given that Qwest cannot handle a small number of orders in this category, imagine the problems that will arise as the volumes increase. Off-Net conversions are commonly used by residential service providers. If a large residential CLEC begins to place Off-Net conversion orders of 1,000 or more per week, as would be expected for a residential offering, the manual handling/service order errors will increase exponentially. The FCC should require Qwest to correct this known problem before large numbers of end user customers are forced to experience service affecting problems resulting from Qwest's manually handled service order errors.

Because Eschelon's analysis was specifically focused on a particular category of orders and the manual handling service order errors that affected those orders, root cause analysis and corrective action are possible. Despite the forthrightness with which Eschelon specifically stated that it "does not have the resources to review all of the data" and that the stated percentage was for manually handled "Off-Net Conversion" orders

[30] Qwest made a different request to Eschelon directly that resulted in 6 or 7 examples, but that request related to DSL orders.
[31] The fact that customer affecting (and billing) errors were averted is due to Eschelon's action and not the absence of service order errors.

only,[33] Qwest claimed in its Addendum (p. 6, note 13) that it "is unclear to Qwest whether Eschelon considers this to be the full universe of LSRs that were manually processed incorrectly." Qwest simply ignored Eschelon's clear statement of the scope of the statistics when it then projected the percentage of total LSRs submitted during the period reflected by the seven Qwest service order errors. *See* Qwest Addendum, p. 6, note 13. As with Qwest's other statistics based on irrelevant gross totals in the denominator, the statistic is meaningless.

Qwest's claimed ignorance of the scope of the data is particularly difficult to accept given that Qwest worked directly with Cap Gemini in Arizona to determine the scope of the analysis, with little participation by Eschelon or other CLECs. *See* Exhibit 41. Based both on the July 30-31, 2002 Arizona 271 workshop and Qwest's work directly with Cap Gemini on the data reconciliation in Arizona, Qwest knows full well that Eschelon is providing data relating to manually handled Off-Net conversion orders placed using the standard process (and not on a project basis). *See* Exhibit 41; *see also* Exhibits 10-11.[34] If Qwest cites large volumes, the numbers need to be verified to confirm whether Qwest is erroneously including project-based, hand-held orders. *See* Exhibit 41. As discussed below, only a small percentage of Eschelon's lines to date have been ordered using the standard process. Most of the volume is related to a migration project that has been occurring since March and April of 2002. *See infra*.

Eschelon is entitled to order properly provisioned Off-Net conversions under its interconnection agreements with Qwest. The relevant data for determining whether

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[32] The seven orders presumably discussed by Qwest reflects a partial week (2 days of PSONs received). There were 12 PSONs of the 28 manually handled PSONs that week that had service order writing errors.
[33] *See* Ex. 26 (Eschelon's Ex Parte Comments, 02-148 and 02-189 (9/4/02), pp. 10-11).

Qwest is meeting this obligation or whether too many service order errors have resulted from manual handling are data relating to non-project based Off-Net conversions that did not flow through. In the very recent week of September 28 – October 4, 2002, 77% of such Off-Net Orders indicated on the FOC that they did not flow through. Of these manually handled Off-Net Conversion orders, 21% had service order errors that Eschelon had to correct before the due date. This percentage, while better than the earlier week, is still quite high, particularly given the known scrutiny that this PSON review is currently receiving for 271 purposes.[35] Continued scrutiny is needed. If Qwest knows that its errors will not be measured fully, the number of errors is more likely to increase again, particularly as volumes increase.

As indicated previously,[36] as Eschelon and other CLECs use the PSON data to identify errors before the due date, even fewer of these errors may be reflected in the PID results. Qwest's performance will appear to improve when, in reality, CLECs are bearing the expense and burden of identifying and working to correct Qwest errors. Although Qwest should be recording the errors that Eschelon has identified and corrected before the due date for reporting and root cause purposes, Qwest has indicated that Qwest is coding Eschelon's calls to report these errors as "status" inquiries. *See* Exhibit 40 ("The call type for PSON request will be "Order Status".). These are not status inquiries. Qwest should code these errors properly. Because Eschelon is performing quality control for Qwest and ensuring the errors are corrected in advance of the conversion, Qwest's

[34] With respect to hand-held project orders, *see* below (UNE-P v. UNE-E and UNE-Star).
[35] The initial data, showing 40% error rate, were gathered before Eschelon had called attention to the review process in 271 proceedings.
[36] *See* Ex. 26, Eschelon's Ex Parte Comments, 02-148 and 02-189 (9/4/02), p. 11.

performance with respect to the conversion will appear to improve, even though troubles would have occurred but for action by Eschelon.

3. Service Affecting Errors Not Relating to Service Order Errors, Such as Errors in Line Side Switch Translations.

Much discussion to date has focused on errors that result when an LSR does not flow through and falls out for manual re-typing by Qwest of a service order. This is a significant problem. It is not, however, the only problem. Even when the CLEC LSR and the Qwest service order contain the same information (*i.e.*, no service order error), an error may occur in the Qwest line side switch translation, resulting in a service affecting condition.[37] In these cases, Qwest at times takes corrective actions (such as contacting RCMAC directly) without issuing a trouble ticket. Because Qwest has suggested that it has been tracking only trouble tickets (and not corrective actions or escalation tickets), it does not appear to be capturing these errors. These errors, however, result in service affecting problems ranging from feature issues to complete loss of dial tone. Such troubles, whether reflected in escalation tickets, trouble tickets, or no ticket (*i.e.*, Qwest takes corrective action but chooses to open no ticket) need to be captured if a performance measure is to accurately reflect service affecting troubles within 30 days.

These line side switch translations errors cause service affecting problems. For example, while the "disconnect" portion of the order flows through, the "new translation"

[37] Another type of trouble resolution that does not appear to be captured in the Qwest data are troubles that require a Qwest dispatch to "tag," or identify, cable pairs at the demarcation point for new lines. *See* Ex. 26 p. 10. Requests for a pair to be tagged occur at the time of installation when a field service technician for the customer is trying to connect service at the demarcation point. Many of these trouble reports indicate defective cable pairs or missing jumpers on the Qwest distribution frame. Qwest usually issues a trouble (CEMR) ticket for these reports, but Qwest codes them as a customer issue. Therefore, they are not included as troubles when they should be. The Qwest records also identify that the reports may also generate an erroneous time and material bill from Qwest.

falls out, which places the customer out of service. Eschelon end-user customers have been out of service for several hours until translations is worked or Eschelon opens a ticket to have the translations worked. Recently, in Colorado, Eschelon submitted an Off-Net conversion order (PON #CO207621DFS)[38] with a frame due time of 7am (a typical such order). The customer called Eschelon to complain at 9:15am because there was no dial tone and the customer's callers were receiving a recording indicating that the line had been disconnected. By this time, the outage had occurred for more than two hours, and it was only luck that the customer did not come in or notice it until then. Even though the customer may not have needed dial tone until then, the customer's callers during this period were receiving a disconnect message. Eschelon followed Qwest's process and called the service delivery center to open an escalation ticket (#1472507). Eschelon learned through the escalation process that Qwest had not programmed the number in RCMAC. It took another half an hour to correct the problem. These types of service affecting issues will not be addressed by any measure designed to capture only errors in manually handled service orders.

Exhibit 33 contains examples of recent troubles (September 2002) of the type that do not appear to be captured by OP-5. Because Eschelon is now checking the PSONs and calling Qwest to correct errors before the due date, Eschelon has reduced the total number of troubles through its own efforts. Most of these trouble examples, therefore, are line side switch translations errors. Although Eschelon does not have access to a list of repairs included in OP-5 for this time period, it does not appear to Eschelon that all of these examples would have been included. The first 18 examples show no trouble history

[38] *See* Exhibit 33 (third example).

at all in Qwest's Non Design DLETH customer histories. The remaining 10 examples were opened with escalation tickets and primarily relate to line side switch translations errors. Qwest should disclose whether each of these tickets was included in its reporting for OP-5.

In terms of measuring the extent of non-service-order errors, PSONs are not designed to address this problem because PSONs are limited to assisting in correcting service order writing errors. PO-20 and the augment to OP-5 are also focused on service order writing errors. Moreover, when attempting to locate these troubles in Qwest's systems, orders that have experienced significant service affecting troubles in the first days show no trouble history at all in Qwest's Non Design DLETH customer histories. If Eschelon did not record its own histories of escalated troubles, it would not be able to track these troubles at all, much less verify them with Qwest. This is true even though Eschelon used Qwest's established process to report the troubles.[39]

In August 2002, Cap Gemini visited Eschelon's site to review records as part of the Arizona 271 process. Cap Gemini asked Eschelon to print its trouble reports for May 2002 for review when Cap Gemini visited Eschelon's premises. When Cap Gemini arrived, it soon became very apparent to Eschelon that Eschelon's list of trouble reports was longer than the list provided by Qwest to Cap Gemini. Cap Gemini did not have the trouble reports submitted through the service delivery centers (*i.e.*, escalation ticket process), even though these are some of the most important and serious troubles. Some of the questions asked by Cap Gemini indicated to Eschelon that Qwest had also not provided sufficient information, if any, about the process for troubles within 72 hours of installation to ensure that those troubles were properly accounted for. The FCC should require Qwest to submit the Cap Gemini report, when available, to the FCC as part of this record. Although the data may relate to Arizona, the processes for submitting troubles are the same across states. With access to the Cap Gemini report, the FCC may be better able to determine whether KPMG and Liberty Consulting were given access to all needed data to fully analyze these issues during the test.

Specifically, the FCC should determine whether Qwest provided all trouble reports within 72 hours to KPMG and Liberty Consulting as part of their testing. Given that Qwest has been defending its use during the test of trouble reports made to the repair centers only and has not claimed that a different process was used in the ROC test, it is unlikely. According to the Liberty Consulting Group Qwest Performance Measure Release Report for OP-5 (page 3), Qwest uses WFAC repair data in the numerator and RSOR data in the numerator and denominator.[40] To Eschelon's knowledge, neither WFAC nor RSOR contains escalation trouble reports. Failure to include these trouble reports is a serious omission. The troubles that occur on the day of cut are particularly important to an end user customer in evaluating whether the switch to a competitive carrier went well. To date, no tested measure has captured all of this data. Going forward, limiting analysis of this issue to service order writing errors would under-state the problem and delay root cause analysis and resolution of non-service-order writing problems. Customer affecting problems on or near the day of cut that result from Qwest errors in line side switch translations need to be measured in a tested process.

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[39] *See* Ex. 26, Eschelon's Ex Parte Comments, 02-148 and 02-189 (9/4/02), pp. 2-10.
[40] *See* Ex. 26, p. 4, note 7.

4. Flow Through Service Order Creation Errors.

New information from Qwest indicates that another cause of customer affecting problems is flow through service order creation errors (*i.e.*, errors in automatically generated service orders; not due to manual handling). Because manual handling seemed the most likely source of errors, Eschelon has been conducting more detailed checks and tracking of the PSONs for which there is no flow through indicator on the FOC. Eschelon's provisioners also try to review flow through PSONs as well, although the check is not as detailed due to resource constraints (and the assumption, until now, that these orders should not have errors, because they are automatically generated).

Recently, on a UNE-P-POTS Utah order (#PON UNEPUT1MMS228219) for which the FOC indicated that it flowed through, the Eschelon provisioner noticed errors in the service order. On the LSR, Eschelon requested hunting on 5 of 5 lines. The PSON for the flow through order showed hunting on only 1 of 5 lines. If Eschelon had not checked the PSON and discovered this Qwest error, the customer's service would have been adversely affected on the due date. Instead, Eschelon contacted Qwest to correct the error before the due date. Because this order was part of a special project to migrate UNE-E lines to UNE-P, Eschelon provisioning reported this error to the Qwest point of contact for the migration project.[41] Following is the response received from the designated Qwest point of contact for these issues in its entirety:

"-----Original Message-----
From: Vanessa Heiland [SMTP:vheilan@qwest.com]
Sent: Tuesday, October 08, 2002 12:00 PM
To: Roney, Cynthia M.

[41] There are no escalation tickets for project handled orders. Troubles are reported to the Qwest point of contact and not the centers. Because the orders are hand-held by Qwest, fewer problems should arise. When they arise, they are reported to the point of contact designated by Qwest.

Cc: 'csiewer@qwest.com'; 'jlnovak@qwest.com'; Stanczyk, Maleta M.; Patricia Levene; Jeffrey W Tietz
Subject: Re: FW: Pending Service Order Notice PON: UNEPUT1MMS228219 VER:

Cindy,

The LSR was sent less than 2 hours ago today. ***Flowthrough created the order*** that your provisioner is looking at. ***Flowthrough is not creating perfect orders at this time as we are all well aware***. It will be a process issue as to how much time Qwest will have to identify flowthrough order issues and correct them. I have taken care of this order.

Venessa"

See Exhibit 34 (emphasis added).

The Qwest point of contact copied her email to the Qwest Service Manager and Senior Service Manager for Eschelon's account, as well as the Manager of Qwest's entire service delivery center (CSIE) in Minneapolis. *See id*. None of these individuals responded with any different view, so obviously the flow through service order creation problem was not news to them.

Although Eschelon was left to discover it, Qwest is "well aware" that it has a known problem with flow through service order creation. *See id*. Given Qwest's burden in these proceedings, and the resource burden that has been shifted to CLECs to perform Qwest quality control, it does seem that Qwest should have made the FCC, state commissions and CLECs aware of the problem as well. With respect to "how much time" Qwest will take to identify and correct the problem, perhaps the FCC can get an estimate from Qwest. Until identified and resolved, 271 approval should not be granted.

The very short time deadlines in this matter do not allow for further investigation or data gathering. Eschelon will, however, provide a few more recent examples consistent with Qwest's admission of this problem.

On a UNE-P-POTS Colorado order (PON #CO227357MAB with due date of 10/14/02), the FOC indicated that it flowed through. The Eschelon provisioner, however, noticed errors in the Qwest service order (as reflected in the PSON). Eschelon had sent a correct change order to add a number to a hunt group. The service order generated by Qwest flow through created the hunt group incorrectly. Eschelon had to open an escalation ticket (#1507122) to correct the error before the due date to avoid a service affecting problem on the day of cut.

On a UNE-P-POTS Washington order (PON #WA225895GMS) for which the FOC indicated that it flowed through, the provisioner noticed errors in the service order. The two errors in the flow through order were that (1) the flow through order did not delete a feature that Eschelon requested on the LSR be removed, and (2) the hunting FID was missing. Eschelon escalated the issue with Qwest (escalation ticket #150914) to correct the problems before the due date. Qwest will not receive a miss for OP-5, but it is more important to Eschelon to avoid the service quality problem.

The same two errors also occurred in another Washington UNE-P-POTS order (PON #226990GMS). Eschelon also escalated this issue to correct the errors before the due date (escalation ticket #151870). The Eschelon provisioner, when escalating the order, talked with a Qwest representative named Sue in the Qwest CSIE. By this time, Eschelon's provisioner had observed a trend in which Qwest's flow through does not appear to be able to handle at least removal of the FID BLKD and the Hunting FIDs. She shared this observation with Sue from Qwest CSIE. Sue said that Eschelon could attempt to talk to the "flow through person" at Qwest but did not provide any contact information. If Sue took any other action to notify others internally at Qwest of the trend described by Eschelon, she did not so indicate.

As indicated, the Qwest service management team for Eschelon is aware of the problem. *See* Exhibit 34. Qwest has provided no time frame for when a solution will be available. Presumably, the solution will need to work its way through the Change Management Process ("CMP"). The FCC should investigate the magnitude of the problem and require a solution before granting 271 approval.

5. <u>PO-20, OP5++, and Long-Term PID Administration.</u>

Eschelon has previously discussed the problems with PO-20 and the augment or supplemental information for OP-5 (OP5++). *See* Eschelon's Ex Parte Comments, 02-148 (8/15/02), pp. 9-10. Eschelon will briefly summarize those problems and also reiterate its concerns about waiting for the long-term PID administration process that is still in development.

a. <u>PO-20 and augment to OP-5 (OP5++).</u>

As discussed, the service affecting conditions about which Eschelon has reported problems and documentation to Qwest for more than a year should have been included in OP-5 all along. Proper application of the existing PID is a more appropriate solution than only creating another measure and a pseudo-measure, neither of which fully captures the problems. A complete approach is needed. Qwest's proposed measures are undeveloped, untried, untested, and unaudited.

PO-20 is designed to measure only the errors least likely to result in service affecting problems. PO-20 does not measure the fields in the service and equipment ("S&E") section of the service order.[42] Those fields, however, reflect the service and equipment ordered by the end user. (They list the USOCs that reflect those services and equipment.) It is only logical that, to determine whether the requested service was delivered, one should review the requested service information to determine whether it was typed accurately. Despite all logic, Qwest has not included the USOCs reflecting that service in its field comparison. Qwest has designed a measure that avoids the service affecting problems about which Eschelon has provided extensive examples to Qwest for more than a year.[43] And, although the measure is touted as measuring issues related to the manual handling of orders, the measure does not include the orders most likely to be manually handled. It applies only to limited order types. It does not apply to many order types that are not flow through eligible (including Centrex types of orders), even though these orders must be manually typed. To measure the accuracy of manual handling, all types of manually handled orders should be reviewed. Regarding PO-20, Qwest has also said that it plans to rely upon a sampling of data (instead of complete data). This is inadequate.

For Qwest's proposed "augment" to OP-5 (OP5++), Qwest has suggested that it is tracking instances of orders not written properly. As stated in the new name for this data, which is "Service Order Accuracy – via Call Center Data," the augment is limited to

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[42] *See* Qwest Addendum, p. 4.
[43] The Report Card data that Eschelon has provided to Qwest on a monthly basis since January of 2001 (*see*, *e.g.*, Exs. 3, 9, 21, 22) also included detailed backup information for each item (ticket information, *etc*.). Qwest is constantly asking for examples (even when Qwest generates the data). The Report Cards contain highly organized examples showing a pattern of service affecting problems that needs resolution.

measuring service order accuracy.[44] It will not capture the other service affecting errors in the first 72 hours described above, such as line side switch translations and tagging of cable pairs at demarcation. As also reflected in the title, the augment is "data" and not a true PID. It is not associated with any PAP. Additionally, gathering this data is an untested manual process. OP5++ does not appear to track the number of service orders revised or re-created due to errors (only those called in by CLECs and apparently not those discovered by CLECs using PSONs). As shown by Exhibit 40, Qwest is currently coding Eschelon's calls to report Qwest service order errors discovered through the PSON process as "status" inquiries. Eschelon is seeking corrective action, not status (or "education"). If Eschelon did not discover these errors, they would result in service affecting (and billing) errors. These Qwest errors should be recorded as errors for measurement purposes and reviewed for root cause analysis. Also, Qwest proposes to include all orders in the denominator, instead of manual orders only, while using the number of service order mismatches for the numerator. This will lead to a misleading result.

For both of these measures, Qwest has not provided any date by which the measures will be fully developed, and Qwest has not committed to including substantially revised measures meeting CLEC needs in any PAP. The current measures are unsuitable for a PAP because they are undeveloped and do not address the service affecting problems that should have been included in OP-5 all along. Qwest's 271 application

[44] Qwest refers to this augment as OP5++ or Service Order Accuracy – via Call Center Data. *See* Qwest Addendum, p. 8.

should not be approved before adequate measures have been established and tested and are associated with a PAP.

b. Long-Term PID Administration.

If this is to be done through long-term PID administration, then Qwest's application should be denied and re-filed after that process has produced satisfactory remedies. If Qwest's suggestion that the "long-term" process is going to produce results quickly is accurate, then the delay in Qwest's application will be short. If Qwest objects to this proposal, perhaps Qwest is not as confident as it suggests that a process is in place that will quickly resolve these issues.

To Eschelon, it appears that the long-term PID administration forum is as yet undeveloped and may take far too long to produce results. Eschelon asked where to bring its issues for prompt resolution at the July 30-31, 2002, Arizona 271 workshop, and it is still waiting for a forum and an established process for submitting such issues now, months later. As Eschelon's Executive Vice President of Customer Operations said at that July workshop: "as an executive of a small CLEC, six months is an eternity. We may not be around in six months or a year, frankly, as you keep seeing CLECs fall off." *See* Ex. 10, p. 149, lines 3-6. If CLECs must wait, Qwest should also wait to receive 271 approval until the applicable process has produced results. The incentive of 271 should speed the process along. If 271 approval is granted, the incentive will more likely be to delay any resolution to avoid the imposition of penalties in the meantime.

B. DSL NEW INSTALLATION AND OTHER OPEN DSL ISSUES.

In its Addendum, Qwest discusses the "Status of DSL Disconnects on UNE-P Orders."[45] The status provided by Qwest is specifically limited to DSL "UNE-P conversions." *See id*. The information relates, therefore, to situations in which a customer currently has DSL and asks to convert the DSL as well at the time of switching carriers.[46] It does not include new installations (when a customer does not have DSL but asks to add DSL). Eschelon provides data relating to DSL new installations with these Comments. *See* Exhibit 35. As Eschelon could not locate where Qwest addresses in its Addendum other DSL issues raised by Eschelon, Eschelon will also briefly update the information previously provided.

1. DSL - New Installations.

With respect to new installations of DSL, customer affecting problems continue to occur for both Off-Net and On-Net orders. Eschelon provided historical data to its Qwest service manager approximately six weeks ago as part of an Eschelon request for Qwest to conduct root cause analysis of these problems. Enclosed as Exhibit 35 is a copy of data relating to new installations of DSL with due dates in September 2002 (which has also been provided to the Qwest service manager for Eschelon).

As shown in Exhibit 35, for ***21% of DSL new installations***, a repair is required before the DSL service is functional for the end user customer.[47] In contrast to DSL conversions, for which Qwest reports only one repair ticket from July 26 through September 23, Eschelon opened 42 repair tickets with Qwest for September DSL new

[45] Qwest Addendum; one-page document (p. 38 of Addendum).
[46] In Eschelon's previous Comments, this issue was addressed under the heading of "DSL – Migration of Customers." *See*, *e.g*., Eschelon's Ex Parte Comments, 02-148 (8/15/02), pp. 39-40.
[47] 42 repair tickets/197 orders with September due date for DSL new installs = 21.3%.

installation due dates alone.[48] Qwest service management has committed to providing root cause analysis of the September data by October 17, 2002, but has not provided an estimated time period for resolution of this problem.

When the DSL does not work upon installation, an end user customer adding DSL at the time of conversion views the entire transition to a competitive carrier as an adverse experience. End user customers rarely compartmentalize. They are unlikely to say: "It's ok that my DSL isn't working because everything else went well." They do not consider the switch in carriers, or the life cycle management of their account (when adding DSL later), a success if a major piece of the service, such as DSL, does not work when installed. The DSL new installation problem needs to be addressed.

2. Other DSL Issues.

The other DSL issues raised by Eschelon are incorporated by reference,[49] but Eschelon provides a brief update here. For "DSL – Repair," Qwest has not provided a long-term solution yet. Qwest has provided a manual workaround, but only for orders on a going forward basis. There is no solution for those customers in Eschelon's embedded base that have DSL but for which Qwest does not have the technical information needed for repair in its back end systems. Qwest has provided no timeline for a solution for these customers. In the meantime, Qwest is proceeding with its retail product offering, which is unaffected by this problem. This situation is discriminatory.

With respect to the "DSL – Delay When Qwest Disconnects in Error" issue, it does appear that, instead of delaying until the standard interval to repair a Qwest

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[48] The ticket and other information necessary for Qwest to verify this fact is attached as part of Exhibit 35.
[49] *See*, *e.g.*, Eschelon's Ex Parte Comments, 02-189 (8/1/02), pp. 22-23.

disconnect in error, Qwest is escalating to resolve more of these issues on the same day. This did improve after Eschelon pointed out the problem in 271 proceedings. Qwest has not provided to CLECs, however, a written process that ensures the same day escalations will continue after 271 approval is granted.

The "DSL – Qwest Disconnects DSL Early (Before Voice)" issue remains open. Qwest has indicated that it is working on a systems change to address this issue, but it has not yet been implemented.

C. MAINTENANCE AND REPAIR: CODING & BILLING ISSUES

Eschelon has incorporated by reference its previous Comments regarding Maintenance and Repair. *See*, *e.g.*, Eschelon's Ex Parte Comments, 02-148 (8/15/02), pp. 40-47. With today's Comments, Eschelon submits data relating to the inaccurate coding and billing of these charges. *See* Exhibits 36-37.

1. Inaccurate Coding and Reporting of Troubles.

As previously indicated, Qwest closes tickets with the incorrect cause and disposition codes. *See id*. pp. 45-47. This affects not only repair but also billing. *See id*. Exhibit 36 shows the design tickets that Qwest coded as No Trouble Found ("NTF") for which there were Qwest errors. For the one-week period of September 9th through September 13, 2002, 42 percent of such tickets were incorrectly coded overall when compared to Eschelon's data. *See* Ex. 36. For the one-week period of September 23 through September 28, 2002, 33% of such tickets were incorrectly coded overall. *See id*. Troubles in Qwest's network are Qwest's responsibility. By coding such troubles as "NTF," Qwest creates an impression that it has fewer troubles in its network than is the case. For reporting purposes, it appears that Qwest's performance is better than the performance delivered.

If the coding of NTF results in a charge, the bill will be inaccurate, as discussed below. If this does not happen, the result is not one of no harm, no foul. If the coding of NTF does not result in a charge, the CLEC may never discover the error. (It is difficult enough to associate the two when the charge does appear on the bill.) Therefore, the performance data will fail to reflect a trouble experienced in fact but not reported in the data.

Eschelon has engaged in the resource intensive efforts necessary to determine whether Qwest will bill a charge.[50] Information in the CEMR histories appears to indicate that a third to one half of the design tickets that Qwest coded as NTF for which there were Qwest errors will not result in a charge on the bill. *See* Ex. 36. The absence of an erroneous charge, if the CEMR histories are correct, for this percentage of the tickets is good news. If there is no other measure of the customer's experience, however, the data will show no trouble when in fact trouble was encountered. This not only results in reduced payments under any associated PAP but also deters root cause analysis of the problem, which is not recognized.

2. <u>Inaccurate Billing of Maintenance and Repair Charges.</u>

As discussed, Exhibit 36 shows that, while a percentage of the erroneous NTFs do not appear to result in a charge, many of them will be charged to the CLEC. Erroneous NTFs associated with a charge artificially inflate the bills and impose costs upon CLECs necessary to identify and dispute the erroneous charges. Exhibit 36 exemplifies that

Qwest is assessing such erroneous charges on Eschelon. These erroneous charges are not reflected in Qwest's claim of nearly 100% billing accuracy, and they result in unnecessary expense to Eschelon.

Improper coding of NTFs is only one area of inaccurate maintenance and repair charges. Exhibit 37, for April and May of 2002, shows an average of 26% of the design maintenance and repair charges were billed inaccurately by Qwest. Because Qwest provides insufficient information on the bills,[51] Eschelon has to request necessary information in bulk (such as circuit identification information) after the fact and then manually review the data for those circuits. Therefore, disputes and resolution of disputes are delayed. In the meantime, Qwest continues to claim nearly perfect billing accuracy, even though its bills contain these inaccuracies. The onus should not be on Eschelon to discover these erroneous charges, particularly after having to specially request additional information from Qwest. Qwest should have processes in place to ensure accurate coding of issues, provide notice up front of charges (as it does for retail),[52] and to allow CLECs, if necessary, to verify and dispute the charges.

D. BILLING INACCURACY

Qwest reports that its performance with respect to billing accuracy is nearly perfect. In contrast, as discussed in Eschelon's previous filings,[53] Eschelon believes that

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[50] *See* Eschelon's Ex Parte Comments, 02-148 (8/15/02), pp. 40-41 describing process; *see also* note 1 to Exhibit 36.
[51] *See* Eschelon's Ex Parte Comments, 02-148 (8/15/02), pp. 44-45.
[52] *See* Eschelon's Ex Parte Comments (02-148, 8/15/02), pp. 41-42.
[53] *See*, *e.g.*, Eschelon's Ex Parte Comments, 02-148 (8/15/02), pp. 49-57.

Qwest's performance in this area needs substantial improvement.[54] The erroneous maintenance and repair charges discussed in the previous section by themselves provide a basis for challenging Qwest's claim of nearly perfect billing accuracy. In addition, as previously indicated, Qwest's UNE-P bills contain inaccuracies of 9% to 18% or more, which are also not reflected in Qwest's reporting.[55] Also, Qwest's bills for UNE-E are 100% inaccurate, because they continue to reflect the retail rates minus the wholesale discount instead of the UNE-E rates.[56] The charges applied are an approximation of the rates and not the accurate rates.[57] All of these facts call into question Qwest's billing performance. If the billing accuracy measure is being correctly applied, the measure

[54] Eschelon pointed out, for example, that Qwest erroneously charges Eschelon SGAT rates that have been allowed to go into effect but have not been approved, even though Eschelon has not opted in to any SGAT. Some rate elements are already included in the rates adopted by state commissions (such as vertical features included in the switch port rate) and, for others, Eschelon said: "If a charge is due and really is not in the interconnection agreement, Qwest should negotiate a rate, obtain commission approval for a rate, or at least reach agreement on using the commission approved cost models and processes to calculate the rate." *See* Eschelon's Ex Parte Comments, 02-148 (8/15/02), p. 51. Qwest has since claimed that Eschelon said that Qwest should provide elements or services for free. This is not an accurate or fair characterization of Eschelon's statements in this proceeding or elsewhere. *See id.*; *see also* Eschelon's Comments, 02-148 (7/3/02), pp. 20-21; Comments, 02-189 (8/1/02), pp. 33-34. If, for example, a commission has included vertical features in the switch port rate, the features are not free. Qwest recovers its costs through the switch port rate. (The tactic of re-stating an argument and then responding to Qwest's own restatement instead of the real concern is a typical Qwest response. It leaves the true concern unanswered.) If a charge is not included in another rate and really is not in the interconnection agreement, any of the methods suggested by Eschelon (*see id.*) would result in cost recovery for Qwest – ***not*** something for nothing. Qwest is compensated using Eschelon's approach, albeit not at the over-inflated rates unilaterally imposed by Qwest. Both of the recent Minnesota cases relating to Qwest's unilaterally imposed rates support Eschelon's position that Qwest should not be allowed to unilaterally impose erroneous rates on CLECs and shift the burden to CLECs to challenge those rates. *See* Order Resolving Complaint, Setting Collocation Prices, and Setting Procedural Schedule, *Onvoy Complaint*, MPUC Docket No. P-421/C-01-1896, p. 4 (July 3, 2002); Eschelon's Complaint Against Qwest Corporation (regarding UDIT rate), MPUC Docket No. P/421-C02-550 (MPUC voted in Eschelon's favor by 4-0 vote on 8/29/02; awaiting written order). In neither of these cases is Qwest required to provide products for free. Qwest is compensated but not at its inflated rates.

[55] *See*, *e.g.*, Eschelon's Comments, 02-148 (7/3/02), pp. 23-24; Ex Parte Comments, 02-148 (8/15/02), pp. 55-57; and Exhibit 12 (submitted 8/15/02).

[56] *See*, *e.g.*, Eschelon's Ex Parte Comments, 02-148 (8/15/02), pp. 52-55; Exhibits 4 & 5 (submitted 7/3/02); Ex. 26, Eschelon's Ex Parte Comments, 02-148 &02-189 (9/4/02), pp. 12-14.

[57] *See* Eschelon's Ex Parte Comments, 02-148 (8/15/02), p. 52 (true-up process).

needs to be changed before the FCC can make a determination as to whether the accuracy of bills is sufficient to meet this checklist item.

E. UNE-P v. UNE-E and UNE-STAR

In Qwest's Addendum, Qwest states that "UNE-P is among the most complex services ordered by CLECs." *See* Qwest Addendum, p. 21.[58] Nonetheless, Qwest chose to include a different product, which is ordered, provisioned, and billed simply as resale, in its reporting for UNE-P. And, it did so retroactively after it made this decision.[59] Qwest has called its product UNE-Star (or, in some cases, UNE-E or UNE-McLeod - UNE-M).[60]

If Qwest now claims that the differences between UNE-E and UNE-P are not significant enough to warrant a different category for reporting purposes, Qwest should be required to explain why it initially separated resale from UNE-P in its reporting. Resale and UNE-P have been separate categories from the start. UNE-E is ordered, provisioned, and billed as resale. In other words, Eschelon and McLeod continued to order resale after entering into UNE-E and UNE-M agreements with respect to pricing.[61] Initially (before the retroactive change of several months of data), Qwest reported UNE-E

[58] Page citation is to the electronic version. This is the first page of Qwest's "Bill Auditability, BOS Status, Dispute Resolution Timeliness, and Accuracy/Completeness" pages.
[59] *See* Ex. 26, Eschelon's Ex Parte Comments, 02-148 &02-189 (9/4/02), pp. 12-14.
[60] Generally, the parties have been using UNE-Star, UNE-Eschelon ("UNE-E"), and UNE-McLeod ("UNE-M") somewhat interchangeably. With respect to Qwest's system changes relating to "UNE-Star," however, there is a difference. Qwest has said that those changes (part of Release 9.0, *etc*.) were made as part of an as yet unfinished effort to mechanize UNE-E and UNE-M, so that Qwest will finally provide accurate bills for the product. And, after that mechanization is done, Eschelon and McLeod could order UNE-Star per that process. To the extent that Qwest uses "UNE-Star" to refer to the product related to the system changes in its Release(s), neither Eschelon nor McLeod yet order that product. Both are ordering resale and obtaining a pricing adjustment through a manual true up process. Unfortunately, Qwest's current proposal for mechanizing UNE-E to allow accurate billing relies heavily on manual handling that could result in service affecting problems during the conversion. Given that Eschelon's goal all along has been to avoid such problems, the proposal is unattractive and not what Eschelon bargained for.

as it was ordered – as resale. *See* Exhibit 38 (Copley Affidavit). Qwest changed its reporting only after a third party Functionality Test evaluation showed a disparity for UNE-P and a lack of commercial volume.[62] Until then, Qwest itself reflected in its reports that UNE-E lines were ordered, billed, and provisioned as resale. The ordering, billing, and provisioning processes for UNE-E did not change at the time Qwest retroactively changed its reports. A tester's report requiring a need to show commercial performance immediately preceded the retroactive change in reporting.[63]

Only approximately 10-13% of Eschelon's current Off-Net lines have been provisioned using Qwest's standard UNE-P provisioning process. The standard process is the process that must be tested and proven able to handle commercial volumes before Qwest receives 271 approval. Eschelon's other current Off-Net lines were either (1) ordered, provisioned, and billed as resale since October 2000 (*i.e.*, UNE-E, discussed above) or (2) they were migrated from UNE-E to UNE-P on a special project basis since April of 2002.[64]

The Off-Net lines migrated from UNE-E to UNE-P[65] were ordered using a non-standard process (on a project basis). As part of the project handling of the orders, for example, Eschelon provides advance notice and detail about upcoming orders that would

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[61] *See* Ex. 26, Eschelon's Ex Parte Comments, 02-148 & 02-189 (9/4/02), pp. 12-13; Ex Parte Comments, 02-148 (8/15/02), pp. 52-54; Exhibit 11, Vol. II, p. 291, line 13 – p. 295, line 1.

[62] "The only performance measure disaggregation that resulted in disparity during the Functionality Test that lacked commercial volume for making future determinations was UNE-P. However, ***subsequent to the evaluation*** the number of UNE-Ps in service has increased from 1000 to over 15,000. This increase provided the commercial volume necessary to make a valid parity determination." DRAFT Final Report of the Qwest OSS Test, Cap Gemini Ernst & Young, Version 1, p. 9 (Dec. 21, 2001) (emphasis added) (available online at http://www.cc.state.az.us/utility/telecom/Qwest271.HTM).

[63] *See id*.

[64] The migration project started in March of 2002 but, with intervals, billing, *etc*., the lines generally started to appear as UNE-P lines in April 2002 and after.

not be provided in advance under the normal process, Qwest and Eschelon participate in daily project calls to review issues, and Qwest provides a designated single point of initial contact to resolve troubles, instead of calling the service delivery center. Before the migration project commenced in the Spring of 2002, only approximately 0.3% of Eschelon's Off-Net base had been provisioned using Qwest's standard UNE-P process. In the Spring of 2002, Qwest put in place the special procedures to hand hold the project orders to ensure a smooth transition. As would be expected due to the special handling of the migration orders, fewer customer affecting problems occur for migrations than for conversions.[66] Because all of the project-based migration UNE-P orders are included in the total of Eschelon's UNE-P lines, it may appear that a large number of UNE-P orders have been successfully processed using the procedures CLECs follow for placing UNE-P orders. The UNE-P percentage jumps from approximately 10-13% to more than 80% of Eschelon's Off-Net lines, if migrated lines are included. While the project migrated lines are UNE-P lines now and may accurately be described as such, the total number of lines must be understood as including a large number of project handled orders to be interpreted correctly. The total volume of Off-Net lines do not provide evidence that the

[65] The end user customer was already an Eschelon customer on UNE-E. The customer remained an Eschelon customer, but the line was changed from UNE-E to UNE-P.

[66] *See* Exhibit 7, p. 2 (submitted 8/15/02 in 02-148) ("In addition to submitting new UNE-P orders, Eschelon is currently in the process of migrating some of its customer lines on UNE-Star to UNE-P. Qwest is handling this migration on a project basis, which means that the orders are hand-held in the sense that they are being monitored and handled separately. Despite the project handling of these orders, the migration orders have also resulted in Qwest-caused customer affecting issues. Although the problems occur less frequently for migrations than for new conversions (as would be expected due to the special handling of the migration orders), Eschelon expends substantial resources escalating and resolving these issues."). Eschelon provides examples of problems that do occur in Exhibit 7. Another example occurred recently (on an order with the due date of October 8, 2002) (PON #UNEPMN1KLH225558). The customer's service was adversely affected for two days due to a Qwest line side switch translations error. On the first day, call forward, don't answer was not working and on the second day it was discovered that Qwest had failed to build hunting into the switch (so the call forward don't answer was not working either).

standard UNE-P ordering, provisioning, and billing processes have been tested in that volume, because only a small percentage of Eschelon's orders reflected in the total were ordered as UNE-P. The volumes should be viewed in this context.

In addition, when presenting and implementing its project plan, Qwest indicated to Eschelon that Qwest had performed similar projects for other CLECs for a large number of lines. Therefore, the aggregate UNE-P volumes presented by Qwest may reflect not only the UNE-E and UNE-M lines of Eschelon and McLeod and Eschelon's project-handled orders, but large numbers of lines project handled for other CLECs. Project handling takes the orders out of the standard process that Qwest is using to show checklist compliance. Understanding how many of the total volume of lines were processed using the standard process is necessary to determining whether the standard process has actually been "stress tested." *See* DOJ La. I Eval. at 20.

F. SWITCHED ACCESS.

As described in Eschelon's earlier filings,[67] over a long period of time, Eschelon has complained to Qwest that Qwest is not providing complete and accurate records from which Eschelon could bill interexchange carriers access charges for Off-Net and On-Net customers. CLECs need an accurate report of switched access minutes of use ("MOU"), so that they may properly bill interexchange carriers for access. Qwest's failure to provide accurate records causes a substantial loss of revenue to Eschelon and other CLECs. Particularly in the current capital market, a loss of revenue has serious consequences. By not providing records for all switched access minutes that should be

[67] *See* Eschelon's 02-148 Comments (7/3/02), pp. 25-26; 02-148 Ex Parte Comments (8/15/02), pp. 60-62; 02-189 Comments (8/1/02), pp. 40-41 (all incorporated by reference).

included in the Daily Usage File ("DUF") and meet point billing file, Qwest benefits because its CLEC competitors have less cash with which to compete and defend themselves against Qwest. In the future, if granted 271 authority, Qwest will also benefit because, as an interexchange carrier, it will pay less than should be due for access.

Because of the significance of this issue, Eschelon has expended substantial resources on outside audits to examine the problem, in addition to the internal resources devoted to it. In 2001, Eschelon paid more than one half of a million dollars for an outside consultant to perform audits relating to this issue. A start-up CLEC does not spend this kind of money on an issue unless it has ample reason to believe that much more is at stake. And, as discussed below, Eschelon has spent another substantial sum in 2002 to perform another audit.

With respect to missing switched access minutes, Eschelon's position that MOU were missing was supported not only by audits but also by external and internal datapoints and Qwest's own admissions. Eschelon provided Qwest data showing that the MOU provided by Qwest to Eschelon for UNE-P are substantially lower than the MOU received by Qwest, other RBOCs, and Eschelon for On-Net lines. These datapoints showed that the number of records being provided by Qwest was deficient by comparison to any of these standards. Also, in 2001, Qwest admitted that the MOU that it provided to Eschelon did not include intraLATA toll traffic carried by Qwest. On that basis alone, the MOU were understated. Although Qwest has claimed more recently that it is now providing its own Qwest-carried intraLATA toll records, the records are far below what would be expected. Qwest has indicated to Eschelon that it has a 43% market share in its territory for such calls. This suggests the records continue to be inaccurate.

The auditor retained by Eschelon in 2001 made a number of calls that were ***not found in the access records Qwest provided to Eschelon.*** Qwest did not locate those calls. The audit and Qwest's failure to locate the records showed, therefore, that Eschelon's position that needed records were missing was correct. This audit was part of a Joint Audit process agreed to by Qwest.[68]

As its part in the joint audit, Qwest also retained an auditor (Arthur Andersen) in 2001 to conduct an audit on this issue. Although Qwest claimed that its auditor could locate certain calls ***in its switch***, that response missed the mark. The calls must be provided in the access records ***given to the CLEC*** before the CLEC may bill for them. Although Qwest had agreed to allow the auditors to work together until their results came within 5 percent of each other, Qwest unilaterally terminated the work of its auditor before the audit concluded. Later, Qwest paid Eschelon monies as part of a public settlement agreement that included switched access disputed amounts through February 28, 2002.

After February 28, 2002, Eschelon remained concerned about the usage it was receiving from Qwest. In March 2002, the trend of missing records continued. In April, 2002, not long before Qwest filed its first 271 application with the FCC, the number of

[68] Even though Eschelon does not have the burden of showing that Qwest's DUF is missing records, Eschelon has provided not only external datapoints (such as data relating to Eschelon's On-Net minutes, etc.) to Qwest but also provided this expensive audit report to Qwest at the time as part of a joint audit. Eschelon has gone over and above any legal obligation to obtain and provide data to Qwest. Nonetheless, Qwest recently represented to the state commissions participating in the Regional Oversight Committee ("ROC") that Eschelon has a "historical failure to provide substantive evidence supporting its claims" relating to switched access. (Letter by R. Steven Davis of Qwest to ROC participants (Sept. 30, 2002), p. 4.) Individuals may decide for themselves the fairness and accuracy of Qwest making this representation without so much as mentioning an extensive joint audit fully accessible to Qwest, datapoints provided to Qwest, and Qwest's own admissions relating to intraLATA traffic. The 2002 audit is over and above the 2001 audit well known to Qwest that had already established a significant problem with the switched access records provided by Qwest.

records increased dramatically, to a number closer to that long asserted by Eschelon as the correct number. Eschelon's usage patterns had not changed. This increase in the number of records, therefore, validated Eschelon's position that the number had been too low. The number was still not quite as high as Eschelon thought it should be, though, and Eschelon still has concerns about the issue of Qwest-carried intraLATA toll traffic (the records Qwest had admitted were missing).

Eschelon embarked on another access audit. The test calls began in April and ended the last week of May, 2002, in each of Qwest's operating regions. The test calls were originated or terminated from Eschelon's Off-Net lines and some test calls were terminated to Eschelon's On-Net customers. For each test call, Qwest should have generated an access record to Eschelon so Eschelon could bill the interexchange carrier. Searching the DUF and meet point billing files for these test calls has shown that calls are still missing from the DUF.

The final report is enclosed as Exhibit 39. The third party conducting the study provided the following brief synopsis of its conclusions:

a. "In general, it is our conclusion that approximately 22% of the calls made for which Qwest was responsible for providing access records still remain unaccounted for at this time. By unaccounted for, we mean that we can't find a suitable match between the test call made by one of the testers and an EMR record submitted by Qwest to Eschelon for billing.

b. We undertook a detailed review of the process by which Eschelon requests, receives and processes records of these types for billing, and based on this review, we believe it unlikely that an error in the Eschelon processing would account for the missing records. Based on our analysis, we can find no evidence that these calls were sent by Qwest to Eschelon for processing.

c. Specifically, 15% of originating calls (calls that were originated from "test" numbers) were unmatched while 85% were matched.

d. Thirty-three percent (33%) of terminating test calls (calls that were terminated to "test" numbers) were unmatched while 67% were matched.

e. The over all percentage of matched minutes (84%) was consistently higher than the percentage of matched calls (78%). (See table below) This is consistent with the finding that, on average, we were able to find longer duration calls for matching, most notably on terminating calls.

f. These results are consistent across locations, CLLI's, and Service Types, although:

1. Centrex Plus Non-Matches are 25.3%, as opposed to 20.5% on other Service Types.
2. Intra LATA calls were un-matched at 36.0%, which was approximately twice the un-matched rate of Inter LATA Calls. No test calls were made from or terminated to lines that were pre-subscribed to Qwest IntraLATA toll.
3. Matching varied greatly by Dialing Pattern, as the table below shows:

	Percent Of Calls		Percent Of Duration	
Dialing Pattern	Matched	Un-Matched	Matched	Un-Matched
800 Total	67.0%	33.0%	64.7%	35.3%
1+ Total	78.5%	21.5%	83.3%	16.7%
1010XXX Total	81.1%	18.9%	85.6%	14.4%
Calling Card Total	84.1%	15.9%	93.1%	6.9%
DA Total	36.6%	63.4%	27.3%	72.7%
Operator Total	72.2%	27.8%	84.1%	15.9%
Grand Total	**77.9%**	**22.1%**	**84.3%**	**15.7%"**

See Exhibit 39, pp. 1-2.

As Eschelon has maintained for approximately two years, Qwest is shorting Eschelon minutes. Although the percentage missing at least temporarily improved from 2001, when the original audits were performed, a figure of 22% is a serious concern.[69]

[69] In addition, the test call audit did not include intraLATA originating and terminating minutes that are carried by Qwest (IntraLATA toll calling that Qwest continues to provide). Some former Qwest customers

This also raises a question as to the basis for Qwest's claim per its performance measures that its DUF is up to 100% accurate, when an outside audit suggests that the percentage, at the height[70] of the records produced by Qwest, was closer to 78%.

Alan Zimmerman of Qwest has indicated that Qwest is reviewing the results of the 2002 audit. His initial comments to Eschelon suggest that, once again, Qwest is focusing on whether it can locate the call ***in Qwest's switches***. Qwest needs to show that records of the calls are then provided to Eschelon ***in the DUF or meet point billing files***. Until the records are provided to CLECs, CLECs may not bill interexchange carriers for the associated access. Eschelon will work with Qwest on yet another effort to verify that Qwest is providing inadequate records from which CLECs may bill for access. Ultimately, however, the burden on this issue belongs to Qwest.

As indicated, the most recent access study was conducted while Qwest was providing an increased number of records. The missing minutes reflected in the study are over and above the greater number of records produced by Qwest during that time period. Recently (after the test call period), the number of records provided by Qwest dropped sharply.

As a datapoint or benchmark, Eschelon's On-Net lines bill consistently at more than 400 MOUs each month. In April 2002, while not at this level, Eschelon's Off-Net MOUs did increase to 360 MOUs per line. The increase in number of MOUs continued

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choose to maintain Qwest as their intraLATA toll provider when switching local carriers. Also, many current Qwest retail customers have Qwest as their intraLATA toll provider. When their calls terminate to an Eschelon customer, Qwest is required to provide a terminating access record to Eschelon to allow Eschelon to bill Qwest. In 2001, Qwest told Eschelon it does not provide these call records, and Eschelon still does not believe Qwest is providing all of the records for Qwest carried intraLATA toll access, as discussed above.

for several months, including the time period covered by the outside test call study. In August, the MOUs per line dropped to 308 and, in September 2002, the MOUs dropped again to ***280 MOUs per line***. This number, far below the 400 MOUs per line per month for On-Net lines, is an unrealistically low number. Alan Zimmerman of Qwest indicated to Eschelon in 2001 that Qwest itself bills 365 minutes per line per month (including Qwest's residential base).[71] Residential customers typically have lower minutes per line than business lines. (Eschelon serves business customers.)

Eschelon's usage patterns did not change during the relevant time, but the MOUs per line per month vary significantly.[72] The revenue impact to Eschelon from ***a drop of 80 MOUs per line per month*** (April v. September) is significant. Due to the very short time deadlines for this filing, there is insufficient time to determine whether the decline that started in August and is very apparent in September will continue. The FCC should not approve Qwest's application until Qwest demonstrates that this is not a trend and that Qwest is providing accurate records in the appropriate format to CLECs.

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[70] As discussed below, the number of records received dropped sharply in September (the month in which the FCC would have issued a 271 Order with respect to Qwest Application I, if Qwest had not needed to withdraw its Application).

[71] *See also* Qwest 3 Ex Parte Rate Reductions, 02-314, 10/9/02, p. 1, note 1 (Qwest assumed ***370 originating and terminating intraLATA toll***, intrastate interLATA, and interstate interLATA minutes per line per month when converting the per-minute rates for local switching and shared transport to per-line equivalents).

[72] Eschelon has asked Mr. Zimmerman and its Qwest service manager to explain any Qwest changes in April and then August/September that could explain the sudden increase and later decrease in number of MOUs per line per month. Qwest has not provided an explanation.

III. CONCLUSION

The FCC should deny Qwest's Application and encourage Qwest to resolve these problems before re-submitting its Application.

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